

SECOND AMENDMENT TO AGREEMENT BETWEEN
LAKE COUNTY
AND
THE APPRAISAL GROUP OF CENTRAL FLORIDA, INC.
FOR
APPRAISAL CONSULTANT SERVICES
RFP 05-105

This is the Second Amendment to the Agreement between: LAKE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", through the delegation of authority provisions established by its Board of County Commissioners, and The Appraisal Group of Central Florida, Inc., a Florida corporation, its successors and assigns, hereinafter referred to as CONSULTANT.

WHEREAS, the COUNTY has publicly submitted a Request for Proposal (RFP), #05-105, for procurement services from qualified firms, organizations or individuals for appraisal consulting services; and

WHEREAS, the CONSULTANT and the COUNTY did enter into an Agreement to perform such services on August 2, 2005; and

WHEREAS, the CONSULTANT and the COUNTY did renew the Agreement from August 3, 2006 through August 2, 2007 through mutual agreement by modification number one; and

WHEREAS, the CONSULTANT and the COUNTY now desire to renew the Agreement for one additional year from August 3, 2007 through August 2, 2008 and amend the payment section to include task orders; and

NOW THEREFORE, IN CONSIDERATION of mutual terms, understandings, conditions, promises, covenants and payments hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

Article 1. Recitals The above recitals are true and correct and incorporated herein.

Article 2. Amendment Renew the Agreement from August 3, 2007 through August 2, 2008 and amend Article 4.1, Payment to include the following:

The COUNTY may request the CONSULTANT to submit individual task orders for specific projects. The task order shall include all necessary provisions including but not limited to setting forth the time for payment, deliverables, electronic and printed formats and any other items relevant to the task. The task order shall be signed by both parties prior to the CONSULTANT performing any of the agreed upon work.

ALL SUCH TASK ORDERS SHALL BE REVIEWED AND APPROVED BY THE COUNTY ATTORNEY'S OFFICE PRIOR TO THE CONSULTANT BEGINNING ANY WORK ON THE ASSIGNED PROJECT OR PAYMENT BEING MADE TO THE CONSULTANT.

Article 3 Unless otherwise stated above, all aspects of this amendment are effective as of the date of approval by the Board o County Commissioners.

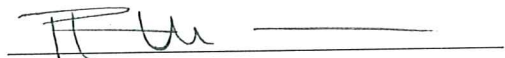
Article 4 Other Terms All other terms and conditions of said Agreement shall remain in full force and effect.

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AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND THE APPRAISAL GROUP OF CENTRAL FLORIDA, INC. FOR
APPRAISAL CONSULTANT SERVICES


IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment on the respective dates under each signature: COUNTY through its delegated approval and signature procedures as promulgated by its Board of County Commissioners, and by the CONSULTANT through its duly authorized representative.

CONSULTANT



Name: _____
Title: Richard K. MacMillan, President

COUNTY

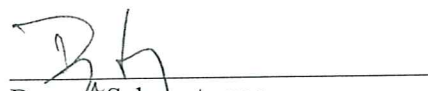
LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS


Welton G. Cadwell
Chairman
This 8th day of August, 2007

ATTEST:


James C. Watkins, Clerk
of the Board of County
Commissioners of Lake
County, Florida



Approved for procurement compliance:


Barnett Schwartzman
Director, Procurement Services

Approved as to form and legality:


Sanford A. Minkoff
County Attorney

MODIFICATION OF CONTRACT
LAKE COUNTY, FLORIDA

<p>1. Modification No.: 1</p> <p>Effective Date: August 4, 2006</p>	<p>2. Contract No.: 05-105</p> <p>Effective Date: August 4, 2005</p>
<p>3. Contracting Officer: Susan Dugan Telephone Number: 352-343- 9768</p>	<p>5. Contractor(s)-Name and address:</p> <p>The Appraisal Group of Central Florida, Inc. Attention: Richard K. MacMillan, MAI, President 378 Center Pointe Circle, Suite 1286 Altamonte Springs, Florida 32701 (407) 539-1288</p>
<p>4. Issued By:</p> <p>Lake County, Florida Office of Procurement Services Lake County Administration Building 315 W. Main St., Suite 416 Tavares, Florida 32778-7800</p>	
<p>6. SPECIAL INSTRUCTIONS: If indicated, contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt preferably</u>, by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.</p>	
<p>7. DESCRIPTION OF MODIFICATION:</p> <p>Per Article 3.2, renew agreement for one additional year through August 4, 2007.</p>	
<p>8. Contractor's Signature</p> <p> _____ Name</p> <p>Richard K. MacMillan, President _____ Title</p> <p>9-12-06 _____ Date</p>	<p>9. Lake County, Florida</p> <p>By:</p> <p> _____ Contracting Officer</p> <p>9/13/06 _____ Date</p>
<p>10. Distribution:</p> <p>Original – Tracy Zeller, Finance Copies - Contractor Bid Folder</p>	

AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
THE APPRAISAL GROUP OF CENTRAL FLORDIA, INC.
FOR
APPRAISAL CONSULTANT SERVICES
RFP #05-105

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, by and through its Board of County Commissioners, and The Appraisal Group of Central Florida, Inc., a Florida corporation, its successors and assigns, hereinafter referred to as CONSULTANT.

Recitals

WHEREAS, the COUNTY has publicly submitted a Request for Proposal (RFP), #05-105, for procurement of services from qualified firms, organizations or individuals for pre-acquisition homebuyer education counseling services.

WHEREAS, the CONSULTANT desires to perform such services subject to the terms of this Agreement; and

WHEREAS, the COUNTY did hold negotiation meetings in which the COUNTY and the CONSULTANT did reach mutual agreement as to the terms and conditions of such services; and

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein by reference.

Article 2. Purpose

2.1 The purpose of this Agreement is to acquire through contract a firm, organization or individual to provide appraisal consulting services on an as needed basis.

Article 3. Scope of Professional Services

3.1 On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONSULTANT to perform the following Scope of Services:

- * Answer appraisal questions where a full appraisal is not necessary or the need to obtain limited appraisals or valuation information for small limited-in-value parcels.
- * Meet with and assist the COUNTY'S right-of-way acquisition team(s) when discussing road alignments and other property acquisitions to provide a valuation viewpoint.
- * Serve as review appraiser to the COUNTY to reconcile differences between property owner appraisals and COUNTY ordered appraisals or to reconcile differences between COUNTY appraisers on large projects when more than one appraisal is required.
- * Provide other appraisal services as required by the COUNTY

3.2 This Agreement shall be effective for one (1) year beginning on August 4, 2005. The parties may renew this Agreement, based upon performance, for two (2) additional one (1) year periods at the same pricing structure, scope of services and terms and conditions as contained herein.

3.3 The CONSULTANT shall coordinate and work with any other consultants retained by the COUNTY. CONSULTANT acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

Article 4. Payment

4.1 Payment shall be based upon the following rates:

Appraiser of Record	Ultimately responsible for all appraisals;	\$135/hr
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	Consultation with county staff on appraisals and valuation impact analyses; attend right-of-way team meetings; serve as review appraiser for the County.	
Senior Appraiser	Assist Appraiser of Record with appraisal tasks, research and report writing when necessary.	\$95/hr
Registered Asst. Appraiser	Assist Appraiser of Record with various research tasks; exhibit preparation	\$65/hr

The rates agreed to herein shall include all labor, supervision, marketing, printing/publishing, office expenses and all other expenses, with the exception of exhibits which shall be billed at cost to the COUNTY. The COUNTY shall not be responsible for any cost or fee other than those agreed upon herein.

4.3 Invoices shall be submitted in duplicate to the requesting department at P.O. Box 7800, Tavares, Florida 32778 on a monthly basis. Each invoice shall contain the RFP number and a detailed description of services and fees. The COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.

4.4 In the event any portion of this Agreement is to be funded by state or federal monies, the CONSULTANT hereby agrees to comply with all requirements of the state or federal government applicable to the use of the monies, including receiving no payment until all required forms are completed and submitted.

Article 5. County Responsibilities

5.1 COUNTY shall promptly review the deliverables and other materials submitted by CONSULTANT and provide direction to CONSULTANT as needed. COUNTY shall designate one County staff member to act as COUNTY'S Project Administrator and/or Spokesperson.

5.2 COUNTY shall pay CONSULTANT in accordance with Article 4 above.

Article 6. Special Terms and Conditions

6.1 Qualifications. The CONSULTANT shall have obtained at least the minimum thresholds of education and professional experience required Chapter 475, Florida Statutes.

6.2 Termination This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work or service(s)/Task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of COUNTY with the required 30 day advance written notice, COUNTY shall reimburse CONSULTANT for actual work satisfactorily completed.

B. Termination for Cause. Termination by County for cause, default, or negligence on the part of CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years - When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONSULTANT shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

6.3 Subletting of Contract. This Agreement shall not be sublet except with the written consent of the COUNTY'S Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT.

6.4 Insurance CONSULTANT shall provide and maintain during the entire term of this Agreement insurance in the following types and limits with a company or companies authorized to do business in the State of Florida. CONSULTANT shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

(X)	General Liability	
(X)	Each Occurrence/General Aggregate	\$500,000/\$500,000
(X)	Products-Completed Operations	\$500,000
(X)	Personal & Adv. Injury	\$500,000
(X)	Fire Damage	\$50,000
(X)	Medical Expense	\$5,000
(X)	Contractual Liability	

- (X) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

- (X) **Lake County, A Political Subdivision Of The State Of Florida, And The Board Of County Commissioners**, shall be name as additional insured as their interest may appear on the general liability policy.

(X) Workers' compensation insurance in accordance with Florida Statute, Chapter 440, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to obtain workers compensation insurance, the CONSULTANT must provide a notarized statement that if they are injured, they will not hold the Lake County Board of County Commissioners responsible for any payment or compensation.

(X) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any change or cancellation of the required insurance.

(X) Certificates of insurance shall identify the RFP #05-105, "Appraisal Consultant Services" in the Description of Operations section of the Certificate.

(X) CONSULTANT shall be responsible for subcontractors and their insurance.

(X) The Certificate holder shall be: LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS, P.O. BOX 7800, TAVARES, FL 32778-7800

The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONSULTANT and/or subcontractors providing such insurance.

6.5 Indemnity. CONSULTANT shall indemnify and hold COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of CONSULTANT to take out and maintain the above insurance. Additionally, CONSULTANT agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers,

commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities resulting from the negligent act, error or omission of CONSULTANT, its agents, employees or representative, in the performance of CONSULTANT'S duties set forth in this Agreement.

6.6 Independent Contractor.

A. CONSULTANT shall provide the services required herein strictly under a contractual relationship with the COUNTY and is not, nor shall be, construed to be an agent, employee, joint venturer, or partner of the COUNTY. As an independent contractor the CONSULTANT shall pay any and all applicable taxes required by law; shall comply with all Federal, State and local statutes, including but not limited to, the Fair Labor Standards Act, the Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The CONSULTANT shall be responsible for all income tax, FICA, and any other withholdings from its employees' or subcontractors' wages or salaries. Benefits for same shall be the responsibility of the CONSULTANT including, but not limited to, health and life insurance, mandatory social security, retirement, liability/risk coverage, and worker's and unemployment compensation.

B. CONSULTANT shall hire, compensate, supervise and terminate members of its work force. The CONSULTANT shall direct and control the manner in which work is performed including conditions under which the individuals will be assigned duties, how individuals report, and the hours individuals will work.

C. CONSULTANT acknowledges and agrees that CONSULTANT shall not be provided special space, facilities or equipment by the COUNTY to perform any of the duties required by this Agreement nor shall the COUNTY pay for any business, travel, or any other contract performance expenses not specifically set forth in this Agreement.

D. CONSULTANT shall not be exclusively bound to the COUNTY and may provide services to other private and public entities as long as it is not in conflict and does not provide a conflict of interest with the services to be performed for the COUNTY.

6.7 Retaining Other Consultants. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

6.8 Accuracy. The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The

CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services.

6.9 Public Records / Copyrights

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Florida "Public Records" law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT'S office or facility. The CONSULTANT shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with the State Housing Initiative Partnership requirements, whichever is longer.

B. Any copyright derived from any agreement derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY'S best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation. This specifically applies to the curriculum and training reference materials.

6.10 Patents and Copyrights:

A. The CONSULTANT, without exception, shall indemnify and save harmless Lake County and its employees and officers from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process or article provided by the CONSULTANT. The CONSULTANT has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the CONSULTANT or is based solely and exclusively upon the COUNTY'S alteration of the article. The COUNTY will provide prompt written notification of a claim of copyright or patent infringement.

B. Further, if such a claim is made or is pending, the CONSULTANT may, at its options and expenses, procure for the COUNTY the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the COUNTY agrees to return the article on request to the CONSULTANT and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the CONSULTANT uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and

understood without exception that the contract prices shall include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

C. The CONSULTANT will defend, at its own expense, any action brought against the COUNTY to the extent that it is based on a claim that the equipment/software supplied by the CONSULTANT under the purchase agreement infringes a patent, industrial design, or any other similar right, and the CONSULTANT will pay any costs and damages finally awarded against the COUNTY in any such action, where they are attributable to any such claim, but such defense and payments are conditional on the following:

D. The CONSULTANT will be notified promptly in writing by the COUNTY of any notice of such claim received by the COUNTY.

E. That the CONSULTANT will have the sole control of the defense of any action or such claims, and all negotiations for its settlement or compromise.

6.11 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. CONSULTANT certifies that it is not now on the convicted vendor list, and acknowledges that if CONSULTANT is later placed on such list, the COUNTY shall have the option to terminate this Agreement.

6.12 Prohibition Against Contingent Fees. CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

Article 7. General Conditions

7.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

7.2 Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

7.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

7.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

7.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. However, change orders may be executed in accordance with the COUNTY'S purchasing policies and procedures.

7.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

7.7 During the term of this Agreement CONSULTANT assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONSULTANT employees or applicants for employment. CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

7.8 CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations.

7.9 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.10 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONSULTANT:

Richard K. MacMillan, MAI
378 Center Pointe Circle, Ste. 1286
Altamonte Springs, Florida 32701

If to COUNTY:

County Manager
P.O. Box 7800
Tavares, Florida 32778-7800

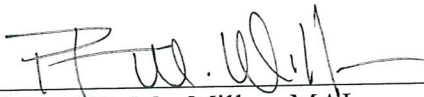
Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 8. Scope of Agreement

8.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board Action on the 23rd day of August, 2005 and by CONSULTANT through duly authorized representative.

CONSULTANT



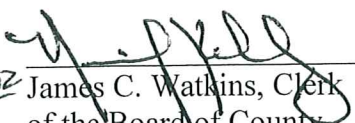
Richard K. MacMillan, MAI
President

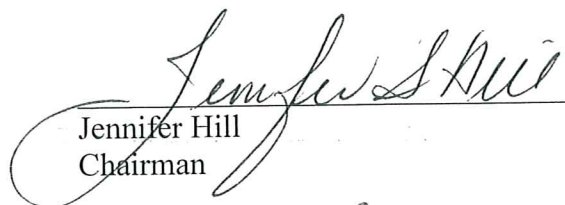
Agreement Between Lake County, Florida and The Appraisal Group of Central Florida, Inc. for Appraisal Consultant Services; RSQ 05-105

COUNTY

ATTEST:

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS


James C. Watkins, Clerk
of the Board of County
Commissioners of Lake
County, Florida


Jennifer Hill
Chairman
This 29th day of August, 2005

Approved as to form and legality:


Sanford A. Minkoff
County Attorney